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## PART VI.

### PUBLIC ADVERTISEMENTS.

### FOREST DEPARTMENT.

KOLAR DISTRICT.

*Notification dated 3rd December 1932.*

It is hereby notified for general information that the right of collecting Tupra leaves on all Government unoccupied lands Amrut Mahal Kavals, State Forests, Reserved lands and plantations in the undermentioned Taluks of the District from date of confirmation to end of June 1934 will be resold by public auction as detailed below at the risk of the original purchasers as they have failed to pay up the khist due on 1st July 1932 and to execute the agreements.

For detailed conditions of sale please see page 666, 667 of Part VI of *Mysore Gazette*, dated 2nd July 1931.

| District | Taluk | Date and place of sale | Remarks |
|---|---|---|---|
| Kolar .. | 1. Goribidnur ... | At Goribidnur on the 9th January 1933 | |
| | 2. Bagepalli .. | At Bagepalli on the 5th do/ | |

*Abstract Notification, dated 14th December 1932.*

The attention of the public is invited to the detailed notification of date. regarding the sale of timber at Thippanahalli in the Chikballapur Range published on pages 1478 and 1479 to Part VI of the *Mysore Gazette*, dated the 22nd December 1932.

*Notification dated 23rd December 1932.*

Notice is hereby given that sealed tenders will be received at the Office of the District Forest Officer, Kolar District, up to 2 P.M., on the 2nd February 1933 for the purchase of the exclusive right of collecting the following Minor Forest Produce on all Government unoccupied lands, Amrut Mahal Kavals, State Forests, Reserved Lands and Plantations for the period from the date of confirmation to 30th June 1934 in the following Taluks of the District.

| Name of Taluk | Description of produce | Remarks |
|---|---|---|
| Kolar ... | Marady ... | (a) Excludes the produce of inam, jodi, kayamgutta, sarvamanya, kandayam and other lands, which are in the occupancy of private individuals, as well as Amarayi which is sold separately by the Revenue Department. |
| Mulbagal ... | Tamarind, Seethapal Marady and other M. F. P. | |
| Gudibanda Sub-Taluk ... | Marady ... | Village Amarayi consist of the following ten kinds of produce found in the assessed waste, gomal, kharab lands, gavatana and other lands set apart for communal purposes (1) Hunse, (2) Mavu, (3) Seege, (4) Cocoanut, (5) Hippe, (6) Neralu, (7) Halasu, (8) Jali, (9) Honge seeds and leaves and (10) Byala. |
| Bowringpet ... | Maradi and other M. F. P. | |

*N.B.*—The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

*Description of other M. F. P.*

| | | |
|---|---|---|
| Seege kayi | Antavaladakai | Bende fibre |
| Gum | Guricharlu | Wild olive |
| Honey | Wild castor seeds in (State Forests only) | Silk cotton |
| Bees-wax | Kan pepper | Kirichal (State Forests only) |
| Kapilarang | Kan cardamom | Bendu do |
| Gerubija or marking nut | Marsani buds | Linseeds |
| Wood apple | Halmaddi | Bolar bark |
| Lichens | Hulgal seeds | Pot stone |
| Horns | Cinnamon seeds | Rampatre or kanpatre |
| Hides | Vetehuli | Jungle saffron |
| Tarikayi | Chikadabija | Patanga |
| Kanchagache | Nim seeds | Bones |
| Maddi | Hippe seeds | Chagachebija |
| Gujjagala | Makliberu (State Forests only) | Cashewnut |
| Pappalichakke | Somechekke | Mango fruits |
| Kalluhuvu | Nili seeds | Sogadeberu |
| Kakkekayi | | Lebi fruit |
| Inglara | | Nux-Vomica |
| Gallnut | | |

*Remarks.*—The tamarind, seethapal and maradi seeds of the above Taluks will be sold as independent items.

1. Each Taluk should be tendered separately mentioning therein as to whether the tender is for any of the three independent items referred to in the remarks above or for the scheduled Minor Forest Produce.

2. Tenders of defaulters on account of previous leases and those not in accordance with the rule 3 will be summarily rejected.

*Note.*—In the case of Taluks where the Minor Forest Produce revenue may not fetch more than Rs. 200, a sum of Rs. 50 only should accompany the tender.

3. Each tender must be accompanied by a certificate from the Amildar of the Taluk in which he resides in the form prescribed by Government in regard to his solvency and its extent or an exchange certificate provided in clause 6 and also a sum of Rs. 200 as earnest money. Covers containing the tenders should be addressed to the District Forest Officer, Kolar District and should be duly registered, insured and superscribed "Tenders for the lease of collecting Minor Forest Produce, etc."

4. The name and address of the tenderer must be clearly and fully given.

5. Tenders will be opened by the District Forest Officer, in the District Forest Office, at 2 P.M., on the 1st December 1932, in the presence of such of the tenderers as may be present.

6. The successful tenderer shall deliver his solvency certificate to the officer conducting the sale and get in exchange if he so desires a certificate signed by the latter which will be a sufficient authority for him to tender for the lease in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale in case the party named therein happens to be the successful tenderer obtaining in lieu thereof if he wishes a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchases made in the sales of other divisions as well as in the one in which the exchange certificate is sought for. The deposits of unsuccessful tenderers will be returned immediately after the sale.

7. The exclusive right of collecting and removing the produce above described will be disposed of to the highest tenderer subject to the confirmation of the Chief Conservator of Forest in Mysore, Bangalore, or the District Forest Officer as the case may be who at his discretion may accept or reject the highest or any other tender without assigning any reason therefor.

8. Within three days of the receipt of notice of acceptance of the tender, the successful tenderer shall credit into the Government Treasury, one-half of the total sale amount including the deposit already made together with the local, education and railway cesses, at Re. 0-1-0, 0-0-6, 0-0-3 respectively. In default, the acceptance of the tender will be cancelled, the deposit forfeited and the right resold. Such resales will be at the risk of the defaulting tenderer who will be liable to make good any loss that may result to Government thereby but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

9. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

10. Within fifteen days of the intimation of the confirmation of the sale, the successful tenderer shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value, procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount whichever is less, for the due fulfilment of the conditions of the contract, in the shape of Government Savings Bank Deposit.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and all the moneys already paid forfeited to Government and the right resold at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

*Note.*—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

11. The balance of three-fourths of sale amount will be paid in two equal instalments as follows :—

First instalment on or before 1st March 1933.
Second do 1st July 1933.

In default to pay the instalments on due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue, under section 79 of the Forest Regulation or any other law in force for the time being.

Interest at 9 per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

Further conditions to be entered in the agreement are :—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease and the Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspectors, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the transport of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Officer and will have a seal of the District Forest Officer impressed. The duplicate copies will be submitted to the Range Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Officer and fresh supply obtained.

*Note.*—Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of the fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the Taluk before the 30th June 1934 all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the Minor Forest Produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to the end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the Village Amarayi as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the Minor Forest Produce; any such damage will be assessed by the Range Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both. These penalties will be enforced at the discretion of the District Forest Officer or the Chief Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit amount in part or in full, the difference will be made good immediately by the contractor and if not, the lease will be cancelled and resold at the risk of the tenderer who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

S. VENKATAVARADIENGAR,
*District Forest Officer.*

## MYSORE DISTRICT.

*Notification dated 15th December 1932.*

The undermentioned quantities of timber will be sold by the District Forest Officer, Mysore District, or any other officer authorised by the District Forest Officer at 2 P.M. on the date noted against each depot under the following conditions: —

| Name of depot | Date of sale | Teak | Matti | Honne | Bite | Other kinds | Remarks |
|---|---|---|---|---|---|---|---|
| | | C.ft. | | | | | More or less |
| 1. Periyapatna Depot ... | 19th January 1933 ... | 3,000 | 2,000 | 1,000 | 400 | 800 | |
| 2. Honnur Depot ... ... | 17th do ... | 3,000 | 800 | 700 | ... | 200 | |

*Conditions.*

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers not exceeding Rs. 200 in value, this initial deposit of Rs. 200 need not be insisted upon, provided that the full purchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. Subject to the minima prices fixed in each case by the Chief Conservator of Forests (which will not be divulged), the highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers; should any lot be disputed it shall again be put up and sold.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case are subject to the confirmation of the Chief Conservator and in other cases to that of the District Forest Officer, subject to the following conditions:—

(1) That the rate realised in a sale does not fall short of the average of the three previous sales by more than 5 per cent or is more than that realised at the previous sales.

(2) That the power of confirming sales up to the limit of Rs. 1,000 shall be exercised only in the case of timber.

(3) That the confirmation of sales is ordered by the District Forest Officers only after the payment of the full purchase money.

5. After conclusion of the sale, each purchaser will be furnished with a memo showing the total value and the purchase made by him. Thereupon each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value, where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of confirmation of the sale whichever is later. In case of purchasers of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 15th May 1933. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*. Interest at 9 per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale; on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

C. A. JABBAR,
*District Forest Officer.*

## HASSAN DISTRICT.

### SALE OF TIMBER AND BAMBOOS.

*Notification dated 28th December* 1932.

The undermentioned quantities of timber and Tarikere bamboos will be sold by public auction under the following conditions at the following depôts by the District Forest Officer, Hassan Division, or any other Gazetted Officer deputed by him for the purpose (from 2 P.M. to 5 P.M.) on the date noted below:—

| Name of depot | Description of timber | Quantity | Place and date of sale | Remarks |
|---|---|---|---|---|
| Hassan ... | 1 Teak logs and poles ... | 250 C.ft. | Hassan Sandal Koti, 25th January 1933. | More or less |
| | 2 Honne and Nandi logs .. | 500 „ | | |
| | 3 Nandi sawn rafters ... | 300 „ | | |
| | 4 Matti longs .. .. | 250 „ | | |
| | 5 Nandi reepers .. .. | 10,000 R.ft. | | |
| | 6 Teak planks ... ... | 1,000 S.ft. | | |
| | 7 Honne planks .. ... | 300 C.ft. | | |
| | 8 Teakwood door frames ... | 50 sets | | |
| | 9 Do window frames ... | 50 sets | | |

*Conditions.*

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber and bamboos in small quantities, full value thereof will be accepted if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case are subject to the confirmation of the Conservator and in other cases, to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber and bamboos purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter, on account of loss from resale, shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice will be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and bamboos and the amount still due from him will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber and bamboos purchased shall be paid for within eight days after the date of the notice of confirmation of the sale. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

No extension of time will be given for the payment of any amount, but if any amount is permitted to be paid after the due date, interest will be charged therein at 9 per cent per annum.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber and bamboos not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber or bamboo lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber or bamboos is knocked down to him at the time of sale, excluding the 25 per cent deposit paid for the lot at the time of the sale; and no timber or bamboos shall be removed from the depôt unless a permit is obtained from the Forest Office in charge of the depôt. The earnest money will not be adjusted towards the value of timber and bamboos until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber or bamboos purchased should be removed as early as possible, and in no case, should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber or bamboos not removed after purchase will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber or bamboos are not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber or bamboos purchased has been paid for and the timber and bamboos fully removed.

A. V. KESHAVIENGAR,
*District Forest Officer.*

## SHIMOGA FOREST DIVISION.

*Notification dated 8th November* 1932.

It is hereby notified for general information that the exclusive right of collecting Tupra leaves on all Government unoccupied lands, Amrut Mahal Kavals, State Forests, Reserved lands and Plantations from the date of confirmation of the sale up to the end of June 1933 will be sold talukwar by public auction at the place and date noted below by the District Forest Officer, or other Officer deputed by him.

| Taluk | Place of sale | Date of sale | Remarks |
|---|---|---|---|
| Sorab .. | Anavatti ... | Monday, 30th January 1933. | By the Sub-Division Officer Sagar. |

*N.B.*—(*a*) Government have reserved their power of issuing individual licenses for *bona fide* local consumers.

(*b*) Excludes the Produce of Inam, Jodi, Kayamgutta, Sarvamanya and other lands which are in the occupancy of private individuals as well as Village Forests.

1. The auction sale will commence at 2 P.M. and if it is not concluded on the same day, will be continued on the next following day.

2. Defaulters on account of previous lease will not be permitted to bid.

3. No person will be allowed to bid unless he has deposited with the officer conducting the sale, a sum of Rs. 50. The deposits of unsuccessful bidders will be returned immediately after the sale.

4. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder subject to the confirmation of the District Forest Officer or the Conservator of Forests as the case may be, who at his discretion may accept or reject the highest or any other bid without assigning any reason therefor.

5. The successful bidder shall, at the close of the sale, credit into the Taluk Treasury one-fourth sale amount (exclusive of the deposit amount already paid) together with Local Cess at one anna per rupee, Railway Cess at three pies per rupee and Education cess at six pies per rupee on the entire sale amount. In default of payment, the deposit already paid will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government by such resale, but will not participate in any profit accruing therefrom.

*N.B.*—If the deficit be not paid, it will be recovered as arrears of land revenue.

6. If the sale is not confirmed, the amount paid will be refunded.

7. The accepted bidder shall pay another one-fourth of the sale amount within fifteen days of the intimation of the confirmation of the sale and execute an agreement binding himself to pay the balance of the sale amount before the 15th January 1933 and binding himself to observe the conditions mentioned hereunder. In default, the acceptance of the bid will be revoked, the money already paid forfeited and the right resold.

Further conditions to be entered in the agreement are :—

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any other trees on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servants.

(*b*) The lessee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the District Forest Officer.

(*d*) The lessee, his agents or servants shall render all possible help in preventing the occurrence of fires in Forest in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*e*) The lessee shall remove out of the limits of the Forests all produce collected under the terms of the lease before the 30th June 1933.

(*f*) Neither the lessee nor his servants shall enter the State Forests either before sunrise or after sunset.

8. In the event of the breach of any of the above conditions, the lease will be liable to be cancelled, and the lessee fined to the extent of Rs. 25 which will be recovered as an arrear of land revenue.

*Abstract Notification, dated 19th December 1932.*

The attention of the public is invited to the Bamboo sale notification to be held on 12th January 1933 published on pages 1489 and 1490 Part VI of the *Mysore Gazette*, dated 22nd December 1932.

MOHAMED PIR,
*District Forest Officer.*

## BHADRAVATI DIVISION.

### SALE OF BAMBOOS.

*Notification dated 22nd December 1932.*

It is hereby notified for general information that the right of collection and removal of bamboos in the undermentioned forests of the Bhadravati Division for the Calendar year 1933 will be sold by public auction by the District Forest Officer or any other officer deputed by him on the dates and places and subject to the conditions mentioned below:—

| Name of Sub-Division | Name of Range | Name of Forest | Description of Block | Minimum quantity to be purchased | | Place of sale | Date of sale | Remarks |
|---|---|---|---|---|---|---|---|---|
| | | | | Big bamboos | Small bamboos | | | |
| Narasimharajapura Sub-Division | Umblebyle ... | 1 Umblebyle ... | ..... | ..... | 20,000 | District Forest Office, Bhadravati | 23th January 1933 | Except Garats all other bamboos are included. |
| | | 2 Aldhara ... | ..... | ..... | 20,000 | | | |
| | | 3 Chornedeball ... | ..... | 10,000 | 30,000 | | | |
| | | 4 Kakanahosadi ... | ..... | ..... | 45,000 | | | |
| | Narasimharaj-pura | 1 Aramballi ... | ..... | 5000 | 15,000 | | | |
| | | 2 Malandurgada ... | ..... | ..... | 3,000 | | | |
| | Chikagrahara | 1 Kusgal ... | ..... | 2000 | 2,000 | | | |
| | | 2 Megarmakki ... | ..... | 2000 | 2,000 | | | |

The sale will commence at 2 P.M. precisely, on each day, if it is not concluded on the same day and will be subject to the confirmation of the District Forest Officer in cases of bids of Rs. 1,000 and below and of the Conservator of Forests in other cases.

*N.B.*—It should be clearly understood that the contractor shall make his own arrangements for the removal of the bamboos, etc.

2. Each bidder shall before he is permitted to bid, be required to furnish a solvency certificate under the Thangadi Sale Rules and deposit a sum of Rs. 50 (fifty) as earnest money with the officer conducting the sale. The deposit will be returnable to him at the close of the sale, if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid together with the local cess at one anna (per rupee), railway cess at six pies (per rupee) and education cess at six pies (per rupee) on the full sale amount, failing which the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working, which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The bamboos will be sold by number (*i.e.*, the bidders will have to bid at so much per 1,000 bamboos).

5. Power is reserved to the District Forest Officer or such other officer conducting the sale, as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted, shall deposit as security a sum of Rs. 50 (fifty) or 25 per cent of the sale amount, whichever is less, for each block as security towards the due fulfilment of the contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value accepting the above terms specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be rapayable to the contractor on his producing proof relieving him of any liability under the contract. Interest at 9 per cent per annum will be charged on all arrears of lease amount to be paid after the due date but before the resale.

The following are the further conditions to which the contractor should bind himself:—

*Conditions.*

(*a*) That the bamboos shall be collected conditions or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a permit to remove is issued. Removal without such permits will be an offence to be dealt with according to law.

(*b*) That the purchaser shall not cut bamboos outside the limits of the block to which the lease refers and not exploit immature clumps less than three years old.

(*c*) That the lessee will be personally responsible for the acts of his agents, servants or coolies employed in the cutting, collection and removal of bamboos and for preventing the cutting of clumps under two years, by himself, his agents, servants or coolies.

(*d*) That he shall not sublet the contract to anybody or appoint any agent to work for him, except with the written sanction of the District Forest Officer.

(*e*) That he shall have no right whatsoever over the block and over the bamboos paid for but left unremoved in any of the blocks after 31st December 1933.

(*f*) That he shall accept the minimum quantity fixed in the notification as available in the block concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed within the lease period, he shall pay for the excess quantity at auction sale rates.

(*g*) That he shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting stations.

(*h*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*i*) That he or his men shall not enter the forest after sunset and before sunrise.

(*j*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of bamboos removed and shall keep it open for the examination of Forest Officers above the grade of guards.

(*k*) That he understands that the sale does not prohibit the issue of retail licenses at the seigniorage rates or the exercise by the villagers of their rights in the Forests or the exploitation by the department for supply to any Government Department.

(*l*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

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SALE OF TIMBER.

*Notification dated 31st December 1932.*

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following Depots by the District Forest Officer, Bhadravati Division, or any other Gazetted Officer deputed by him for the purpose from 8 A.M. to 12 noon and 2 P.M. to 5 P.M. on the date noted below:—

| Serial No. | Name of depot | Description of timber | | | | | | Other kinds C.ft. | Date of sale | Remarks |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Teak C.ft. | Honne C.ft. | Bete | Matti | Nandi C.ft. | Hunal C.ft. | | | |
| 1 | Tarikere Depot ... | 6,000 | 1,000 | 3,000 | 3,000 | 5,000 | ... | 2,000 | 30th January 1933 | More or less |
| 2 | Bhadravathi Depot | 3,000 | ... | ... | ... | ... | ... | 2,000 | 4th February 1933 | |

*N.B.*—Timber belonging to the defaulters of previous sales will also be resold on the above dates at their risk.

*Conditions.*

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities full value thereof, will be accepted, if tendered on the spot and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case is subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of the confirmation of the sale, whichever is later. In case of purchasers of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 15th May 1933. The money shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

Ordinarily no extension of time will be given for the payment of any amount, but if any amount is permitted to be paid after the due date, interest will be charged therein at 9 per cent per annum.

8. If the amount is not fully paid for by the purchaser before the date fixed above, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in the clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

H. V. RANGASWAMY IYENGAR,
*District Forest Officer.*